



Installation and Repair:

1. Installation of the Equipment may require drilling holes and other modifications to the residence or commercial building where the Equipment is installed. Such modifications are authorized with the full knowledge that if the Equipment is removed Beyond Air will not be required to return the building to its original state. Notwithstanding the foregoing, Beyond Air shall use reasonable care to minimize modifications required. You are responsible to maintain the Equipment on or in your home or business by ensuring bolts and screws holding the Equipment in place are tight at all times. You are responsible for all acts of God, including and not limited to, the equipment moving out of place due to high winds and/or weather conditions. You warrant all authorizations for the Installation of Beyond Air's equipment to have been obtained prior to Beyond Air's scheduled Installation date.
2. If required, you shall provide access to the Service Address to Beyond Air or its agent, at a mutually agreeable time, for the purposes of installing, monitoring, modifying or upgrading the Equipment so as to facilitate the provision of the Services.
3. Beyond Air does not warrant that the operation of the Equipment will be uninterrupted or error-free.
4. Beyond Air will maintain the Equipment in good repair throughout the Term in accordance with its normal schedules and practices for remedial maintenance and will respond on a best efforts basis to your request for repair between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding any Beyond Air observed holidays. Should you request, and Beyond Air agree, to perform any repair outside of Beyond Air's normal maintenance schedules, such repairs will be performed by Beyond Air at your expense at prevailing rates for labour, travel and overtime. You acknowledge that Beyond Air's ability to maintain the Equipment is dependent upon Beyond Air's sources of supply. In the event of inability to obtain replacement parts, or if the Equipment is no longer serviceable due to excessive wear, deterioration, technological obsolescence or by reason of any circumstance beyond the control of Beyond Air. Beyond Air's obligation is limited to replacing the Equipment with current models when Beyond Air is able to source the new equipment from its manufactures and/or suppliers and Beyond Air will not be liable for any loss of service until the replacement equipment is obtained.
5. Beyond Air's obligations hereunder do not extend to any relocation, maintenance, repairs, modifications, or adjustments which may be required, that are due to, resulting from, or related in any way to:
 - a. damage, misuse or failure on your part to maintain adequate electrical power, surge suppressor, temperature, or a suitable operating environment for the Equipment;
 - b. the attachment, interconnection or use of the Equipment with accessories, equipment or services not provided by Beyond Air;
 - c. an event of Force Majeure;
 - d. (iv) vandalism;



- e. long term wear and tear of outdoor equipment due to the failure of the Customer to maintain the outdoor equipment as required by this Agreement;
 - f. interference from other competing wireless radio systems or interference in general; or
 - g. interference with, changes in or obstruction of line-of-sight requirements of Beyond Air, such as by foliage growth or building construction; or,
 - h. any other cause that is external to the Equipment.
6. Any maintenance or repairs performed by Beyond Air due to any of the foregoing shall be at your expense at Beyond Air's prevailing rates and terms. You shall not change the normal operating environment of the Equipment without obtaining prior authorization from Beyond Air. You shall provide Beyond Air with timely, obstacle-free and unobstructed access to the Equipment at all times.
7. Safety. Beyond Air reserves the right to refuse to commence or continue any work which, in its opinion, would have to be done in hazardous conditions. Beyond Air shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.